



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Order Filed on December 23, 2019
by Clerk
U.S. Bankruptcy Court
District of New Jersey

IN RE:

HOLLISTER CONSTRUCTION SERVICES, LLC,¹

Debtor.

Case No.: 19-27439 (MBK)

Chapter 11

Honorable Michael B. Kaplan

**ORDER GRANTING IN PART THE MOTION OF HERC RENTALS, INC. (1) LIFTING
THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362 AND (2) PERMITTING
HERC RENTALS, INC. TO REMOVE ITS PROPERTY FROM VARIOUS PROJECTS**

The relief set forth on the following pages, numbered two (2) through five (5), is hereby
ORDERED.

DATED: December 23, 2019

A handwritten signature in black ink, appearing to read "Michael B. Kaplan".

Honorable Michael B. Kaplan
United States Bankruptcy Judge

¹ The Debtor in this Chapter 11 case and the last four digits of its taxpayer identification number is: Hollister Construction Services, LLC (5404).

Debtor: Hollister Construction Services, LLC
Case No.: 19-27439 (MBK)
Caption of Order: Order Granting in Part Motion of Herc Rentals, Inc. (1) Lifting the Automatic Stay Pursuant to 11 U.S.C. § 362; and (2) Permitting Herc Rentals, Inc. To Remove Its Property From Various Projects

Upon the motion of Herc Rentals, Inc. (“Herc”) for entry of an Order (1) Lifting the Automatic Stay Pursuant to 11 U.S.C. § 362; and (2) Permitting Herc Rentals, Inc. to Remove its Property From Various Projects (the “Motion”) [Docket No. 368]; and good and sufficient notice of the hearing on the Motion having been provided, as evidenced by the Certification of Service filed with the Court; and the Court having held a hearing on November 15, 2019, and having considered the moving papers, the opposition papers filed by Hollister Construction Services, LLC, the above-captioned debtor and debtor-in-possession (the “Debtor” or “Hollister”) [Docket No. 503], and Arch Insurance Company (“Arch” or “Surety”) [Docket No. 462] (collectively, the “Objections”), and the arguments of counsel at the hearing; and good cause appearing for the entry of this Order,

IT IS ORDERED as follows:

1. The Motion is granted in part without prejudice, as set forth herein.
2. The Objections are sustained to the extent set forth in this Order.
3. Herc is hereby granted relief from the automatic stay under Section 362(a) and the Court’s September 20, 2019 Order (I) restating and enforcing the automatic stay, anti-discrimination provisions and *ipso facto* protection of the Bankruptcy Code, (II) approving the form and manner of notice related thereto, and (III) granting related relief [Docket No. 140] only to the extent set forth herein.
4. Herc is permitted to enter upon the projects listed below and remove the equipment listed below which include bonded projects known as Bedford Green, Hebrew Language

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Academy and Rutgers (the “Bonded Projects”), on or after the date this Order is entered by the Bankruptcy Court and becomes a non-appealable Order:

- a. Bedford Green, 2865 Creston, Bronx, New York: **Telehandler 5500lb 16-20ft Lift Rops**
 - b. The Vestry, 147 Bloomfield Avenue, Montclair, New Jersey: **Pallet Lift 5500lb W/B Manual**
 - c. Hebrew Language Academy, 174 Kings Highway, Brooklyn, New York: **40 KW Generator DSL, Spider Box Cable 66/4 50ft 50A CS**
 - d. 537 Columbia, Red Hook, New York: **20 KW Generator DSL**
 - e. Bedford Green, 2880 Jerome Avenue, Bronx, New York: **175KW Generator DSL, (3) Cable 2 50ft Camlock 5 Banded; (10) Male Pigtail 4/0 under 10ft; (12) Cable 4/0 50ft Camlock**
 - f. Rutgers Honors Living & Learning, 130 Washington Street, Newark, New Jersey (“Rutgers”): **Floor Stripper w/b 5001b Elec only**
5. Herc and Arch have agreed that Herc’s Fuel Tank 552 Gallon will remain on the Rutgers Honors Living & Learning Project, subject to a separate agreement between Herc and Arch or its designee and therefore the portion of the Motion related to the Fuel Tank 552 Gallon on the Rutgers Honors Living & Learning Project only is hereby withdrawn.
6. Nothing herein shall be intended or construed as affecting, discharging or otherwise withdrawing Herc’s Motion as to the following projects: FDU Pedestrian Bridge, Fairleigh Dickinson, Teaneck, New Jersey; Latitude, 369 Interpace Parkway, Parsippany, New Jersey; the HUB Project, 700 Frank E Rogers Blvd S, Harrison, New Jersey (the “Remaining Projects”). The hearing on Herc’s Motion as to the Remaining Projects only is continued to **Thursday, January 2, 2020 at 10:00 A.M.**
7. Nothing herein is or shall be intended to release or waive, or be construed as having released or waived, any claims or defenses of Hollister, Arch or Herc; and Hollister, Arch

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and Herc expressly reserve all of their claims, rights and defenses. With respect to the Bonded Projects, the Surety, Herc, and the Debtor each reserve all rights, if any, under the Contracts,² the Bonds, the Bonded Projects, including the Rutgers project, and applicable law and, notwithstanding anything to the contrary herein, nothing in this Order is intended to, or shall it, waive or alter the rights or claims, if any, of any Obligee or Herc under the Contracts, the Bonds, applicable law, or otherwise, including any rights or claims, if any, of any Obligee or Herc against the Debtor or the Surety. Notwithstanding anything to the contrary in this Order, nothing in this Order shall be deemed to expand the obligations of the Surety under its Bonds, or waive any defenses of Surety or to constitute an admission by Surety of any facts or of its liability, nor shall it waive any setoffs, claims or defenses. Notwithstanding anything to the contrary in this Order, Debtor's rights, if any, under the Bonds are expressly reserved. Notwithstanding anything to the contrary in this Order, nothing in this Order creates or grants, or shall be deemed to create or grant, any additional rights or claims to Herc under the Bonds, or the Bonded Projects.

8. Hollister, Arch and Herc are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

² Terms in this paragraph 5 that are not otherwise defined in this Order shall have the meanings afforded to them in the *Joint Motion of Debtor, Arch Insurance Company and Arch Reinsurance Company for Entry of an Order Approving the Stipulation By and Among the Parties Pursuant to Fed. R. Bankr. P. 9019* [Docket No. 466].

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9. The Bankruptcy Court shall retain jurisdiction with respect to all matters arising from or related to the terms and provisions of this Order.
10. This Order shall be effective immediately upon the Court's entry thereof and the fourteen (14) day stay period set forth in Federal Rule of Bankruptcy Procedure 4001(a) is waived.
11. Counsel for Herc shall serve a copy of this Order within ____ days of its entry.

In re:
Hollister Construction Services, LLC
Debtor

Case No. 19-27439-MBK
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0312-3

User: admin
Form ID: pdf903

Page 1 of 1
Total Noticed: 1

Date Rcvd: Dec 23, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 25, 2019.

db +Hollister Construction Services, LLC, 339 Jefferson Road, Parsippany, NJ 07054-3707

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 25, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 23, 2019 at the address(es) listed below:
NONE.

TOTAL: 0